

# Exhibit A

ROSENBAUM and ASSOCIATES, P.C.  
By: JEFFREY M. ROSENBAUM, ESQ.  
Identification No. 51719  
1818 Market Street, Suite 3200  
Philadelphia, PA 19103  
(215) 569-0200

MAJOR OFFICE OF JUDICIAL RECORDS  
ASSESSMENT AT 04:48:48 am  
HEARING IS RECORDED  
Imperato  
Attorney for Plaintiff

DONEZA SMITH	:	PHILADELPHIA COUNTY
2004 West Diamond Street	:	COURT OF COMMON PLEAS
Philadelphia, PA 19121	:	
	:	TERM, 2024
Plaintiff	:	
vs.	:	NO.
APPLE, INC.	:	
One Apple Park Way	:	
Cupertino, CA 95014	:	
and	:	
BEST BUY	:	
2300 Christopher Columbus Boulevard	:	
Philadelphia, PA 19148 and	:	
7601 Penn Avenue South	:	
Richfield, MN 55423	:	
and	:	
BEST BUY CO., INC.	:	
2300 Christopher Columbus Boulevard	:	
Philadelphia, PA 19148 and	:	
7601 Penn Avenue South	:	
Richfield, MN 55423	:	
and	:	
BEST BUY STORES, LP.	:	
2300 Christopher Columbus Boulevard	:	
Philadelphia, PA 19148 and	:	
7601 Penn Avenue South	:	
Richfield, MN 55423	:	
and	:	
BEST BUY WAREHOUSING	:	
LOGISTICS, INC..	:	
7601 Penn Avenue South	:	
Richfield, MN 55423	:	
and	:	
JOHN DOES I-III (FICTITIOUS NAMES)	:	
Defendants	:	

## 2P- Product Liability-Complaint in Civil Action

### NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

### LAWYER REFERRAL & INFORMATION SERVICE

1101 Market Street, 11<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19107  
Phone: (215) 238-6333

### AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGAR A LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A FAVOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED. LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

### SERVICIO DE REFERENCIA E INFORMACION LEGAL

Asociacion De Licenciados De Filadelfia

1101 Market Street, 11<sup>th</sup> Floor  
Filadelfia, Pennsylvania 19107

Telefono: (215) 238-6333

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By: JEFFREY M. ROSENBAUM, ESQ.  
Identification No. 51719  
1818 Market Street, Suite 3200  
Philadelphia, PA 19103  
(215) 569-0200

MAJOR NON-JURY  
ASSESSMENT OF DAMAGES  
HEARING IS REQUIRED

Attorney for Plaintiff

DONEZA SMITH	:	PHILADELPHIA COUNTY
2004 West Diamond Street	:	COURT OF COMMON PLEAS
Philadelphia, PA 19121	:	
	:	TERM, 2024
Plaintiff	:	
vs.	:	NO.
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One Apple Park Way	:	
Cupertino, CA 95014	:	
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BEST BUY WAREHOUSING	:	
LOGISTICS, INC..	:	
7601 Penn Avenue South	:	
Richfield, MN 55423	:	
and	:	
JOHN DOES I-III (FICTITIOUS NAMES)	:	
Defendants	:	

2P- Product Liability-Complaint in Civil Action

1. The plaintiff, Doneza Smith, is an adult individual and resident of the Commonwealth of Pennsylvania, residing therein as captioned above.
2. The defendant, Apple, Inc., is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant hereto was in the business of manufacturing, marketing, distributing and selling the Apple Watch Series 7, Serial Number SM73WKPMYQ5, involved herein.
3. The defendant, Best Buy, is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant hereto was in the business of marketing, distributing and selling the Apple Watch Series 7, Serial Number SM73WKPMYQ5, involved herein.
4. The defendant, Best Buy Co., Inc., is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant hereto was in the business of marketing, distributing and selling the Apple Watch Series 7, Serial Number SM73WKPMYQ5, involved herein.
5. The defendant, Best Buy Stores, LP, is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant hereto was in the business of marketing, distributing and selling the Apple Watch Series 7, Serial Number SM73WKPMYQ5, involved herein.
6. The defendant, Best Buy Warehousing Logistics, Inc., is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address and at all times relevant



hereto was in the business of marketing, distributing and selling the Apple Watch Series 7, Serial Number SM73WKPMYQ5, involved herein.

7. The defendants, John Does I-III (fictitious names) are individuals, corporations and/or other entities whose identities, after reasonable investigation, are currently unknown, but at all times relevant hereto were in the business of manufacturing, marketing, distributing and selling the Apple Watch Series 7, Serial Number SM73WKPMYQ5, involved herein.
8. At all times relevant hereto, the defendants were acting through their agents, servants and/or employees within the course and scope of their employment, and the doctrine of Respondeat Superior is invoked herein.
9. At all times relevant hereto, all defendants were acting as the agents, servants, workmen and/or employees of all other named defendants.
10. All defendants regularly and systematically conduct business in Philadelphia County, Pennsylvania.
11. On April 30, 2022, the plaintiff purchased from the defendant, Best Buy, an Apple Watch Series 7, Serial Number SM73WKPMYQ5. A copy of the sales receipt is attached hereto as Exhibit "A".
12. On or about the 29th day of July, 2022, plaintiff, Doneza Smith, was wearing her Apple Watch Series 7, Serial Number SM73WKPMYQ5, when suddenly the aforesaid Apple Watch burned the plaintiff, a result of which caused plaintiff to sustain severe and serious injuries as more fully set forth hereinafter.
13. Solely because of the tortious conduct of the defendants acting as aforesaid, the plaintiff was caused to sustain serious physical injury in and about the person, including but not limited to plaintiff's wrist, hand, fingers, elbow, and arm numbness and tingling, as well as a severe shock to the nerves and nervous

system and was or may have been otherwise injured, whereby plaintiff has suffered and may continue to suffer in the future.

14. The plaintiff may have sustained other injuries and pre-existing conditions may have been aggravated.
15. The plaintiff avers that some or all of the injuries sustained may be or are of a permanent nature and character.
16. As a further result of the aforesaid accident, plaintiff has been unable in the past, and is likely to continue to be unable in the future, to attend to plaintiff's usual duties, activities, vocations and avocations, all to plaintiff's great financial loss and detriment.
17. As a further result of the aforesaid accident and resultant injuries, plaintiff has expended and is in the future likely to expend substantial sums of monies for the care, treatment and attempted cure of plaintiff's injuries, all to plaintiff's great financial loss and detriment.
18. As a further result of the aforesaid accident and resultant injuries, plaintiff has been caused to undergo in the past and is likely to undergo in the future, severe pain, suffering, inconvenience and embarrassment, all to plaintiff's great financial loss and detriment.

COUNT I

PLAINTIFF, DONEZA SMITH, vs. ALL DEFENDANTS

19. The plaintiff, Doneza Smith, hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.
20. The carelessness and/or negligence of the defendants consisted of the following:
  - a. Failing to maintain said Apple Watch Series 7, Serial Number SM73WKPMYQ5, in a safe and reasonable condition for persons such as

the plaintiff using said Apple Watch Series 7, Serial Number SM73WKPMYQ5;

- b. Failing to reasonably inspect the aforesaid Apple Watch to ascertain the existence of the negligent condition when defendants knew or should have known of the existence of said negligent condition;
- c. Failing to warn consumers such as plaintiff of the negligent and/or defective condition;
- d. Failing to properly and adequately repair said defective condition; and,
- e. Failing to respond to requests to repair said defective condition.
- f. Failure to adequately warn of the inherent dangerous propensities of the product;
- g. Failure to adequately provide for protective measures against failure of the product;
- h. Failure to employ adequate measures in the assembly, design, manufacture, and production of the product;
- i. Failure to protect the product from ceasing to function properly;
- j. Failure to inspect the product as to prevent the accident or accidental dysfunction from occurring;
- k. Failure to properly design said product in such a manner as would afford adequate protection from injury of the lawful user thereof;
- l. Failure to supply adequate notices or warnings of the dangers of the product;
- m. Failure to design, manufacture and assemble said product in such a manner that it could not easily become defective;
- n. Failure to warn the plaintiff and/or consumers of the risk of the product;
- o. Failure to exercise due care and caution in the design, assembly and manufacture of said product required under the circumstances;
- p. Failure to place or install warning notices in an obvious or conspicuous place on said product;
- q. Failure to place and install adequate warning notices on said product;



- r. Failure to comply with various laws, regulations, and customs of the industry with regard to safety in such products including, but not limited to, the laws of the United States of America and the Commonwealth of Pennsylvania;
- s. Failure to properly inspect the product prior to placing it in the stream of commerce;
- t. Failure to design a product with adequate materials and safety devices;
- u. Distributing a defective product to the general public and to the plaintiff;
- v. Advertising a defective product to the general public and to the plaintiff;
- w. Failure to inspect said product prior to the purchase of said product by plaintiff and prior to plaintiff taking possession;
- x. Failure to properly train, control and supervise its employees in the design, manufacture, and assembly of said product;
- y. Making false representations to plaintiff and/or the installers of the product, that the product was safe for use, when in fact said product was defective and in a dangerous condition;
- z. Utilizing defective materials in the manufacture of the product; and,
- aa. Failing to recall said product in a timely manner;

21. The negligence and carelessness of the defendants as set forth herein was the proximate and sole cause of the injuries to the plaintiff and the damage and expenses incurred as set forth above.

*WHEREFORE*, plaintiff, Doneza Smith, demands judgment against defendants, Apple, Inc., Best Buy, Best Buy Co., Inc., Best Buy Stores, LP, Best Buy Warehousing Logistics, Inc. and John Does I-III (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional

limits for cases based on diversity jurisdiction.

COUNT II

PLAINTIFF, DONEZA SMITH, vs. ALL DEFENDANTS

22. The plaintiff, Doneza Smith, hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.
23. Defendants are strictly liable pursuant to the Restatement of Torts as said product was defective and unreasonably dangerous at the time it was distributed and defendants failed to warn plaintiff and other prospective users of the said defects and dangers.
24. As a result of the said defects and/or other reasonably dangerous propensities of the product, plaintiff was caused to sustain the injuries and damages as set forth herein.

*WHEREFORE*, plaintiff, Doneza Smith, demands judgment against defendants, Apple, Inc., Best Buy, Best Buy Co., Inc., Best Buy Stores, LP, Best Buy Warehousing Logistics, Inc. and John Does I-III (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

COUNT III

PLAINTIFF, DONEZA SMITH, vs. ALL DEFENDANTS

25. The plaintiff, Doneza Smith, hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.

26. The plaintiff avers that the defendants are jointly and/or severally liable for the injuries to the plaintiff, and for the resulting damages, in that the product was defectively designed and manufactured and in a defective condition when sold to the plaintiff thereby violating the express warranties.
27. The plaintiff relied upon the skill and judgment of defendants and upon defendants' express warranty that the product was safe.
28. As a result of the defects in material and workmanship, defendants breached their express warranty that the product was in a marketable condition, safe for use by ultimate users and in particular the plaintiff.
29. The injuries and damages as set forth herein were caused by the breach of the express warranty by defendants.

*WHEREFORE*, plaintiff, Doneza Smith, demands judgment against defendants, Apple, Inc., Best Buy, Best Buy Co., Inc., Best Buy Stores, LP, Best Buy Warehousing Logistics, Inc. and John Does I-III (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

#### COUNT IV

##### PLAINTIFF, DONEZA SMITH, vs. ALL DEFENDANTS

30. The plaintiff, Doneza Smith, hereby incorporates by reference herein the allegations contained in the preceding paragraphs of this Complaint as though same were fully set forth at length herein.
31. Defendants impliedly warranted that the product, when used, was fit for the purpose for which it was designed, that it was safe and suitable product to be used by persons such as the plaintiff, that the product was equipped with safety features that would protect the users, and that said product was fit and suitable

for that purpose. In reliance upon defendants' skill and judgment and the implied warranties of fitness for that purpose, the plaintiff used and operated the product.

32. The product was, in fact, not fit for use for its intended purpose and defendants breached the implied warranties set forth above.
33. The injuries and damages as set forth herein were caused by the breach of the implied warranty by defendants.

*WHEREFORE*, plaintiff, Doneza Smith, demands judgment against defendants, Apple, Inc., Best Buy, Best Buy Co., Inc., Best Buy Stores, LP, Best Buy Warehousing Logistics, Inc. and John Does I-III (fictitious names), in a sum in excess of the arbitration limits and in excess of the Federal Court jurisdictional limits for cases based on diversity jurisdiction.

ROSENBAUM and ASSOCIATES, P.C.

By: \_\_\_\_\_

JEFFREY M. ROSENBAUM, ESQUIRE  
Attorney for Plaintiff

DATE:



VERIFICATION

Jeffrey M. Rosenbaum, Esquire, states that he is the attorney for the Plaintiffs herein, that he is acquainted with the facts set forth in the foregoing Complaint in Civil Action and that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.S. ' 4904 relating to unsworn falsification to authorities.



---

JEFFREY M. ROSENBAUM, ESQUIRE

DATE: \_\_\_\_\_

EXHIBIT “A”

Welcome to Best Buy #898  
2300 S CHRISTOPHER COLUMBUS BL  
PHILADELPHIA, PA 19148



Val: 100000-561925-113183-848214-355215-96136

0898 070 0767 04/22/22 14:48

**Duplicate Receipt**

\*\*\*\*\*

6339667	MKJ73LL/A	529.00
UNV LTE AW S7 MIDNIGHT 45MM S		
Serial # SM73WKPMYQ5		
Sales Tax	42.32	
6451510	DIGITAL ITE	0.00
PROMO- 6 MONTHS FREE OF APPLE		
Sales Tax	0.00	
6480435	MONTHLY AC+	3.99
MONTHLY AC+ WATCH S7 STNLS ST		
Serial # SM73WKPMYQ5		
SKU#	6339667	
Sales Tax	0.32	

Subtotal 532.99  
Sales Tax 42.64

=====  
Total 575.63

CASH 580.00  
CHANGE CASH 4.37

My Best Buy ELITE  
Member ID 4597838473

\*\*\*\*\*  
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